

Terms and Conditions

TERMS AND CONDITIONS OF USE ("WEBSITE TERMS") Date: 25/05/2021

These terms and conditions regulate use of the Kanga Finance website including without limitation submissions of requests for information, requests for loans and access to other online areas provided by Kanga Finance.

1. Definitions

- 1.1. "Kanga" means Kanga Finance (Pty) Ltd ("us" and "we").
- 1.2. "Website" means the information is available via www.kanga.co.za
- 1.3. "User/s, You, Your or Yourself " means any person accessing any part of this website.

2. Acceptance of Terms

Please read the rules carefully as continued use signifies endorsement of these terms and conditions and confirmation of your acceptance of the provisions of the privacy policy. If you do not wish to be bound by these terms and conditions, then you may not continue to access, display, use or download any of the content of this website.

3. Loans

These terms and conditions are not a loan agreement and only regulate your use of this Website. If you request a loan from Kanga Finance and conclude an agreement to repay money, each arrangement will be subject to specific terms and conditions.

4. Marketing

Any reference to an offer on this Website or within any of our marketing material, which may include but not be limited to television, printed media, Youtube or radio ads, will be subject to a credit decision. Furthermore, any reference to an offer must be read in conjunction with our terms and conditions.

5. Content of the Website

We may modify these terms and conditions from time to time; the date of the most recent revisions will appear on this page. Continued access after revision dates will constitute your acceptance of any changes or revisions. Please ensure that you re-read these terms and conditions after changes take place.

6. Your use of the Website

You agree that your use of this website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, such as gaining unauthorised access to other computer systems or transmitting unlawful material which may be a criminal offence. There is no guarantee that you will always be able to access the website. We also cannot warrant that the website or the server that makes it available are free of viruses or other harmful components.

7. Links

Any third party wishing to link to this website from their website must obtain permission from Kanga Finance by directing such request to the webmaster at POPIA@kanga.co.za.

8. External Links

Wherever this website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on any information provided by the external link is done at your own risk.

9. Intellectual Property Rights & Domain Name Use

All intellectual property on the Kanga Finance website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to Kanga Finance and as such, are protected from infringement by domestic and international legislation and treaties.

10. Comments

We value feedback received from visitors to our site. You agree not to transmit any material that is unlawful, harmful, defamatory, abusive, threatening, vulgar or obscene. You remain liable to any third party for your comments, and we are not liable to any third party for the content of your comments. You are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from our website.

11. Security

We will take all reasonable steps to secure the content of the Kanga Finance website and the information provided by and collected from you.

12. Privacy

12.1. We recognise the importance of protecting your privacy and we are in line with all laws and our privacy policy.

12.2. We may collect technical data about the number of visits, the type of Internet browser and computer operating system that you use. This information does not identify you as an individual and is used only for tracking of site use. We might also place a "cookie" on your hard drive that will help us to identify you when you return to the site and allow us to tailor content to your personal preferences. If you do not wish to use "cookies" you may disable this option in your internet browser settings. Accumulated "cookies" can be removed from your computer.

13. Disclaimer & Limitation of Liability

13.1. You acknowledge that the Kanga Finance website is supplied on an "as is" basis and has not been compiled to meet your individual requirements. It is your responsibility to satisfy yourself, prior to entering into this agreement with Kanga Finance, that the content available from and through the Kanga Finance website meets your individual requirements and is compatible with your computer hardware and/or software.

13.2. We do not make any warranties or representation that content and services available from the website will in all cases be true, correct or free from any errors. Kanga Finance shall take all reasonable steps to ensure the quality and accuracy of content available from the Kanga Finance website.

13.3. Kanga Finance does not make any warranties or representations that our website shall be available at all times. You acknowledge that the Kanga Finance website may be unavailable due to updates or other causes beyond our reasonable control, including, but not limited to electronic virus infection, unauthorised access, power failure or other "acts of God".

13.4. Kanga Finance, its directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which you may suffer, whether it arises directly or indirectly from reliance of the website and/or its content.

13.5. We shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website, even where we are expressly advised thereof.

13.6. You will indemnify Kanga Finance, its members, employees, officials, agents or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this website.

14. Mobile Devices

If you access the website from a mobile device it is your responsibility to ensure that your device, software, service provider and telephone number are both capable of supporting the technology and legally compliant with the requirements of South African legislation.

15. Entire Agreement & Severability

In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

16. Waiver

If you breach these conditions and we take no action, we are still entitled to use our rights and remedies in the future and where you continue to breach these conditions.

17. Applicable & Governing Law

This website is owned and operated within the Republic of South Africa. These terms and conditions are governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Magistrate's Court in the event of any dispute.

18. Disclosures Required by Legislation

18.1. The full name and legal status of the website owner: Kanga Finance (Pty) Ltd.

18.2. Registration number: 1998/013565/07.

18.3. Physical address: 2nd Floor, Durban Bay House, 333 Anton Lembede Street, Durban, Kwa-Zulu Natal, 4001